



**U.S. Department of Veterans Affairs**

**National Acquisition Center**

*Federal Supply Schedule Service*

# **OFFEROR'S GUIDE TO DOCUMENT 04: THE VENDOR RESPONSE DOCUMENT**

**Applicable to all schedules except  
6211, Professional and Allied Healthcare Staffing Services**

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## **IMPORTANT NOTES REGARDING GUIDE CONTENT:**

- Unless otherwise indicated, guide comments are representative of all schedule solicitations except 621I, Professional and Allied Healthcare Staffing Services.
  - The table of contents includes highlighted schedule applicability listings with corresponding clauses.
  - Each text box with guidance notes also stipulates if a clause/section/comment applies only to a specific schedule.
- Some clauses/sections do not include the full text found within the solicitation documents, for space-saving purposes. Missing clause/section text is indicated by

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# SIGNATORY AUTHORITY FOR OFFERS AND CONTRACTS / COMPANY INFORMATION

The purpose of this document is to clearly identify who has been delegated the authority to sign your Federal Supply Schedule (FSS) offer or contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company in **block 6** of the form. In **block 7**, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Federal Supply Schedule (FSS) offer or contract. Finally, **blocks 15, 16, 17** must be signed by an officer of the company (**individual listed in block 6**) in order for our office to accept the authority. If you require additional space, you may use a properly titled attachment.

**NOTE: All items must be completed; insert N/A if information is not applicable. Definitions are provided on page 2.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                                                           |                            |                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------------------------------------------------------------------|
| <b>1. TYPE</b><br><input type="checkbox"/> INITIAL <input type="checkbox"/> REVISION                                                                                                                                                                                                                                                                                                                                                            |  | <b>2. DATE</b><br>                                                                                                                                                                                                                        | <b>3. SOLICITATION</b><br> | <b>4. CONTRACT #</b><br>                                                                    |
| <b>5. COMPANY INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                           |                            |                                                                                             |
| <b>A. NAME</b><br>                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <b>B. STREET ADDRESS</b><br>                                                                                                                                                                                                              |                            |                                                                                             |
| <b>C. CITY</b><br>                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <b>D. STATE</b><br>                                                                                                                                                                                                                       | <b>E. ZIP CODE</b><br>     |                                                                                             |
| <b>F. TYPE OF ORGANIZATION (Check one)</b><br><input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> CORPORATION      STATE OF INCORPORATION:<br><input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> LLC (LIMITED LIABILITY COMPANY)      STATE OF FORMATION:<br><input type="checkbox"/> PARTNERSHIP                                                                                                      |  |                                                                                                                                                                                                                                           |                            |                                                                                             |
| <b>6. NAMES OF OFFICERS, OWNERS, OR PARTNERS</b>                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                           |                            |                                                                                             |
| <b>A. PRESIDENT</b><br>                                                                                                                                                                                                                                                                                                                                                                                                                         |  | <b>B. VICE PRESIDENT</b><br>                                                                                                                                                                                                              |                            | <b>C. SECRETARY</b><br>                                                                     |
| <b>D. TREASURER</b><br>                                                                                                                                                                                                                                                                                                                                                                                                                         |  | <b>E. OWNERS OR PARTNERS</b><br>                                                                                                                                                                                                          |                            |                                                                                             |
| <b>7. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS ON BEHALF OF THE COMPANY</b> (Indicate if Agent)                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                           |                            |                                                                                             |
| <b>NAME</b>                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | <b>OFFICIAL CAPACITY</b>                                                                                                                                                                                                                  |                            | <b>TELEPHONE NUMBER</b>                                                                     |
| <div> <div> <b>Cross Reference:</b> A full explanation of business size standards is found in Document 01 – Read Me First. An offeror's representation under the "NAICS Code Designation" section will determine the business size selection under #8a.           </div> <div> <b>Cross Reference:</b> Average # of employees (#8b) and annual receipts (#8c) must match the Entity Record in SAM (under Size Metrics).           </div> </div> |  |                                                                                                                                                                                                                                           |                            |                                                                                             |
| <b>A. SIZE OF BUSINESS</b><br><input type="checkbox"/> SMALL BUSINESS (Complete block 9)<br><input type="checkbox"/> OTHER THAN SMALL BUSINESS                                                                                                                                                                                                                                                                                                  |  | <b>B. AVERAGE NUMBER OF EMPLOYEES (Including affiliates) FOR FOUR (4) PRECEDING CALENDAR QUARTERS</b><br>                                                                                                                                 |                            | <b>C. AVERAGE ANNUAL COMPANY SALES OR RECEIPTS FOR PRECEDING THREE (3) FISCAL YRS</b><br>\$ |
| <b>9. TYPE OF OWNERSHIP</b> (See definitions on reverse)<br><input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMEN-OWNED BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> VETERAN-OWNED BUSINESS<br><input type="checkbox"/> VERY SMALL BUSINESS <input type="checkbox"/> SERVICE DISABLED VETERAN<br><input type="checkbox"/> 8(A) <input type="checkbox"/> NONE OF THE ABOVE      |  | <b>10. TYPE OF BUSINESS</b> (See definitions on reverse)<br><input type="checkbox"/> MANUFACTURER / PRODUCER<br><input type="checkbox"/> SERVICE ESTABLISHMENT<br><input type="checkbox"/> DEALER<br><input type="checkbox"/> DISTRIBUTOR |                            |                                                                                             |
| <b>11. IDENTIFICATION</b><br>DUN & BRADSTREET:<br>TAX IDENTIFICATION NUMBER:                                                                                                                                                                                                                                                                                                                                                                    |  | <b>12. HOW MADE</b><br>                                                                                                                                                                                                                   |                            |                                                                                             |
| <b>13. FLOOR SPACE</b> (In square feet)<br><b>A. MANUFACTURING</b><br>                                                                                                                                                                                                                                                                                                                                                                          |  | <b>B. WAREHOUSE</b><br>                                                                                                                                                                                                                   |                            |                                                                                             |
| <b>CERTIFICATION</b> -- I certify (for concern) in any connection with this agency of the Federal Government that the information furnished is true and correct and that neither the company nor any person known, is now debarred or otherwise declared ineligible by any law, rule, regulation, or services to the Government or any agency thereof.                                                                                          |  | <b>A. DATE</b><br>                                                                                                                                                                                                                        |                            |                                                                                             |
| <b>15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (TYPE/PRINT)</b><br>                                                                                                                                                                                                                                                                                                                                                                         |  | <b>16. SIGNATURE</b><br>                                                                                                                                                                                                                  |                            | <b>17. DATE SIGNED</b><br>                                                                  |

**"Revision" should only be checked when changes are made *post award*, not during the offer stage.**

**The contract number should be left blank until completed at time of award.**

itions on reverse)

**Cross Reference:** Business type (#9) must match the Entity Record in SAM (under 52.219-1).

**Cross Reference:** Any offeror checking dealer or distributor in Block 10 (as well as clause AS8005 for 651B) must supply a letter of supply/commitment from each manufacturer (see clause I-FSS-644 Dealers and Suppliers with sample letter).

**Blocks #15 and #16 must reflect someone listed in Block #6. Those listed in Block #7 can sign elsewhere in the proposal.**

## AGENT AUTHORIZATION

*This form is to be used in conjunction with solicitation clause K-FSS-1, Authorized Negotiators, to authorize a third party agent to act on your company's behalf in matters relating to your VA FSS proposal/contract. This form permits you to delineate agent roles and to limit those roles as needed. This form shall only be signed by an officer, owner, or partner of the offeror/contractor who is listed on the offeror/contractor's Signatory Authority Form.*

For solicitation/contract number \_\_\_\_\_, the undersigned offeror/contractor \_\_\_\_\_ hereby authorizes the below agent(s) to act as agent(s) for said offeror/contractor with said specific authority delegated from the contractor to the agent(s). The authority of the agent(s) is limited to exact and specific delegations.

| AGENT INFORMATION |       | Pre-Award                | Post-Award               | AGENT AUTHORITY         |
|-------------------|-------|--------------------------|--------------------------|-------------------------|
| Agent:            | _____ | <input type="checkbox"/> | <input type="checkbox"/> | Signatory               |
| Phone Number:     | _____ | <input type="checkbox"/> | <input type="checkbox"/> | Negotiate Changes       |
| E-mail:           | _____ | <input type="checkbox"/> | <input type="checkbox"/> | Contract Administration |
|                   |       | <input type="checkbox"/> | <input type="checkbox"/> | Other: _____            |

**This form only needs to be completed if the contractor/offeror needs to grant authority to third party individuals, not to individuals within their company. Those designations are made on the signatory authority form.**

| AGENT INFORMATION |       | Pre-Award                | Post-Award               | AGENT AUTHORITY         |
|-------------------|-------|--------------------------|--------------------------|-------------------------|
| Agent:            | _____ | <input type="checkbox"/> | <input type="checkbox"/> | Signatory               |
| Phone Number:     | _____ | <input type="checkbox"/> | <input type="checkbox"/> | Negotiate Changes       |
| E-mail:           | _____ | <input type="checkbox"/> | <input type="checkbox"/> | Contract Administration |
|                   |       | <input type="checkbox"/> | <input type="checkbox"/> | Other: _____            |

### DURATION OF AUTHORITY

- ☐ Agent authority valid until revoked.
- ☐ Agent authority valid for the following period: \_\_\_\_\_

Signature of Offeror/Contractor: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS                                                                                                                                                                                                                                           |                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                             | 1. REQUISITION NUMBER                                                                                                                                                 | PAGE 1 of                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>OFFEROR TO COMPLETE BLOCKS 17 &amp; 30</b>                                                                                                                                                                                                                                              |                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                             | N/A                                                                                                                                                                   |                                                                                                                                 |
| 2. CONTRACT NO.                                                                                                                                                                                                                                                                            | 3. AWARD/EFFECTIVE DATE                                                | 4. ORDER NO./MODIFICATION NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                             | <div> <p>Offerors must ONLY complete the highlighted sections: Blocks 17a, 17b, 30a, 30b, and 30c. Everything else must be left blank until time of award.</p> </div> |                                                                                                                                 |
| 7. FOR SOLICITATION INFORMATION                                                                                                                                                                                                                                                            | <div> <p>These will be completed at time of award.</p> </div>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 5. HELPDESK                                                 |                                                                                                                                                                       |                                                                                                                                 |
| 9. ISSUED BY<br>VA NATIONAL ACQUISITION CENTER<br>FEDERAL SUPPLY SCHEDULE SERVICE 003A4B<br>PO BOX 76, BLDG 37<br>HINES, IL 60141<br><br>OVERNIGHT DELIVERY SHOULD BE MAILED OR HAND DELIVERED TO THE ADDRESS LOCATED IN BLOCK 16                                                          |                                                                        | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR<br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> SERVICE DISABLED VETERAN OWNED SMALL BUSINESS<br><input type="checkbox"/> 8(A)<br><input type="checkbox"/> SET ASIDE __% FOR:<br><input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> EDWOSB<br><i>Size Standards: See page 4 of the Read Me First Document for NAICS codes and size standards under this solicitation.</i> |                                                             |                                                                                                                                                                       |                                                                                                                                 |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE                                                                                                                                                                                           | 12. DISCOUNT TERMS<br><br>See Summary of Award                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b. RATING                                                                                                                                                           | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP |
| 15. DELIVER TO CODE                                                                                                                                                                                                                                                                        |                                                                        | 16. ADMINISTERED BY CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                             |                                                                                                                                                                       |                                                                                                                                 |
| TO BE SHOWN ON EACH ORDER ISSUED UNDER ANY CONTRACT RESULTING FROM THIS SOLICITATION                                                                                                                                                                                                       |                                                                        | VA NATIONAL ACQUISITION CENTER, FEDERAL SUPPLY SCHEDULE SERVICE 003A4B<br>1 <sup>ST</sup> AVENUE, 1 BLOCK NORTH OF 22 <sup>ND</sup> STREET, BLDG 37<br>HINES, IL 60141                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                             |                                                                                                                                                                       |                                                                                                                                 |
| 17a. CONTRACTOR/OFFEROR CODE                                                                                                                                                                                                                                                               |                                                                        | <div> <p><u>Cross Reference:</u> The address and DUNS number must match the SAM record except under extenuating circumstances or if there is an approved acting agency.</p> <p>If a DBA is listed in 17a, it must also be in the SAM entity record.</p> </div>                                                                                                                                                                                                                                                                                                                                                               |                                                             |                                                                                                                                                                       |                                                                                                                                 |
| DUNS TELEPHONE NO.                                                                                                                                                                                                                                                                         |                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                             |                                                                                                                                                                       |                                                                                                                                 |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER                                                                                                                                                                                               |                                                                        | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                             |                                                                                                                                                                       |                                                                                                                                 |
| 19. ITEM NO                                                                                                                                                                                                                                                                                | 20. SCHEDULE C                                                         | <div> <p><u>Cross Reference:</u> Block 17b should be checked if the address in clause 552.232-82 Contractor's Remittance (Payment) Address (found within this document) is different than the address in Block 17a.</p> </div>                                                                                                                                                                                                                                                                                                                                                                                               |                                                             | 22. UNIT                                                                                                                                                              | 23. UNIT PRICE                                                                                                                  |
| FSC CLASSES<br>6520<br>&<br>6525                                                                                                                                                                                                                                                           | FSC GROUP 65, P<br>X-RAY EQUIPME<br>SEE CONTINUATI<br>(ATTACH REVERSE) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                             |                                                                                                                                                                       |                                                                                                                                 |
| 25. ACCOUNTING AND APPROPRIATION DATA<br>SEE BLOCK 15                                                                                                                                                                                                                                      |                                                                        | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br>ESTIMATED VALUE \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                             |                                                                                                                                                                       |                                                                                                                                 |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA                                                                                                                                               |                                                                        | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                             |                                                                                                                                                                       |                                                                                                                                 |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA                                                                                                                                                            |                                                                        | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                             |                                                                                                                                                                       |                                                                                                                                 |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. |                                                                        | 29. OFFER DATED _____<br>INCLUDING ANY ADDITIONS OR CHANGES WHICH<br>FORMS: See Summary of Award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                             |                                                                                                                                                                       |                                                                                                                                 |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR                                                                                                                                                                                                                                                       |                                                                        | <div> <p><u>Cross Reference:</u> Blocks 30a and 30b should list someone included in Block 6 or Block 7 of the Signatory Authority Form.</p> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                             |                                                                                                                                                                       |                                                                                                                                 |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)                                                                                                                                                                                                                                              |                                                                        | 30c. DATE SIGNED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                             | 31b. NAME OF CONTRACTING OFFICER (Type or print)                                                                                                                      | 31c. DATE SIGNED                                                                                                                |

| 19.<br>ITEM NO.                                                                                                                                                                    | 20.<br>SCHEDULE OF SUPPLIES/SERVICES | 21.<br>QUANTIT<br>Y | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------|-------------|-------------------|---------------|
| <div style="border: 2px solid black; background-color: #e0f2f7; padding: 40px; text-align: center; margin: 100px auto; width: 80%;"> <b>This page should be left blank.</b> </div> |                                      |                     |             |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

|                                                                                  |                        |                                      |                                                                                             |                       |
|----------------------------------------------------------------------------------|------------------------|--------------------------------------|---------------------------------------------------------------------------------------------|-----------------------|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT                                          |                        | 32c. DATE                            | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT                                        |                       |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE                     |                        |                                      | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE                               |                       |
| 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE                              |                        |                                      | 32h. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE                                         |                       |
| 33. SHIP NUMBER                                                                  | 34. VOUVHER NUMBER     | 35. AMOUNT VERIFIED                  | 36. PAYMENT                                                                                 | 37. NUMBER            |
| <input type="checkbox"/> PARTI <input type="checkbox"/> FINA                     |                        | <input type="checkbox"/> CORRECT FOR | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> |                       |
| 38. S/R ACCOUNT NO.                                                              | 39. S/R VOUCHER NUMBER | 40. PAID BY                          |                                                                                             |                       |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER<br>41b. SIGNATURE AND TITLE OF |                        | 41c. DATE                            | 42a. RECEIVED BY ( <i>Print</i> )                                                           |                       |
|                                                                                  |                        |                                      | 42b. RECEIVED AT ( <i>Location</i> )                                                        |                       |
|                                                                                  |                        |                                      | 42c. DATE REC'D<br>(YY/MM/DD)                                                               | 42d. TOTAL CONTAINERS |

**STANDARD FORM 1449 (REV. 2/2012) BACK**

**CONTINUATION OF SF 1449 – BLOCKS 19-21, SCHEDULE OF ITEMS**

| SPECIAL<br>ITEM<br>NUMBER<br>(SIN) | FSC<br>CLASS | DESCRIPTION                                                                                                                                                 | ESTIMATED<br>ANNUAL<br>REQUIREMENTS | CHECK<br>ITEM<br>OFFERED |
|------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| A-1                                | 6510         | Adhesive Tapes and Adhesive Bandages                                                                                                                        | \$ 3,773,373                        | <input type="checkbox"/> |
| A-2                                | 6510         | Applicators/Swabs/Wipes/Pads                                                                                                                                |                                     |                          |
|                                    |              | (a) Plain                                                                                                                                                   | \$ 1,659,970                        | <input type="checkbox"/> |
|                                    |              | (b) Treated                                                                                                                                                 | \$ 5,953,932                        | <input type="checkbox"/> |
| A-3                                | 6510         | Bandages/Gauzes                                                                                                                                             |                                     |                          |
|                                    |              | (a) Plain                                                                                                                                                   | \$ 11,018,832                       | <input type="checkbox"/> |
|                                    |              | (b) Treated                                                                                                                                                 | \$ 1,817,987                        | <input type="checkbox"/> |
|                                    |              | (c) Casting                                                                                                                                                 | \$ 848,152                          | <input type="checkbox"/> |
|                                    |              | (d) Elastic                                                                                                                                                 | \$ 3,819,026                        | <input type="checkbox"/> |
| A-4                                | 6510         | Dressings                                                                                                                                                   | \$ 8,886,403                        | <input type="checkbox"/> |
|                                    |              | (a) Plain                                                                                                                                                   | \$ 11,595,715                       | <input type="checkbox"/> |
| A-5                                | 6510         | Bandages                                                                                                                                                    | \$ 208,779                          | <input type="checkbox"/> |
| A-6                                | 6510         | Surgical Dressings                                                                                                                                          | \$ 528,990                          | <input type="checkbox"/> |
| A-7                                | 6515         | Surgical Handles/Blades                                                                                                                                     |                                     |                          |
|                                    |              | (a) Blades                                                                                                                                                  | \$ 3,371,211                        | <input type="checkbox"/> |
|                                    |              | (b) Handles                                                                                                                                                 | \$ 112,949                          | <input type="checkbox"/> |
|                                    |              | (c) Blade/Handle Combinations                                                                                                                               | \$ 243,534                          | <input type="checkbox"/> |
| A-8                                | 6515         | Surgical Hand Instruments (Includes instrument accessories)                                                                                                 |                                     |                          |
|                                    |              | (a) Disposable                                                                                                                                              | \$ 5,554,846                        | <input type="checkbox"/> |
|                                    |              | (b) Reusable                                                                                                                                                | \$ 15,791,654                       | <input type="checkbox"/> |
| A-9                                | 6530         | Scopes, Medical                                                                                                                                             | \$ 69,784,517                       | <input type="checkbox"/> |
|                                    |              | With accessories and replacement parts. Includes but is not limited to duodenoscopes, endoscopes and surgical microscopes. Excludes laboratory microscopes. |                                     |                          |

**Cross Reference:**

If any SIN is checked as offered, then there must be at least one line item for that SIN offered on the proposed pricing spreadsheet in Document 06.

Likewise, any SIN listed on the proposed pricing spreadsheet must be checked here.

## NAICS CODE DESIGNATION

VA recognizes that offerors may certify their business size under more than one NAICS code at the SAM website (<https://www.sam.gov>). A business may qualify as a small business under some NAICS codes and as an “other than small” business under other NAICS codes. Due to regulatory restrictions, wholesaler NAICS codes are not used for Government procurement purposes. For the procurement of supplies, only manufacturer NAICS codes are used. This does not preclude a dealer or distributor from submitting a proposal under the solicitation.

The NAICS codes that have been identified as being applicable to this solicitation are listed below. For the purposes of this solicitation proposal, please indicate below the NAICS code which you are using to represent your business size. If you are a nonmanufacturer (e.g. wholesalers, dealers, and distributors), then the applicable size standard is 500 employees, per FAR 19.201(f). Please see Document 01 – Read Me First for more information about the SBA’s policy on determining business size. If your company is offering products under more than one of the listed NAICS codes, then please select the **primary** NAICS code for your offered products.

- ☐ 339112 Surgical & Medical Instrument Manufacturing / 500 employees
- ☐ 339113 Surgical Appliance & Supplies Manufacturing / 500 employees
- ☐ 339115 Ophthalmic Goods Manufacturing / 500 employees
- ☐ 334510 Electromedical & Electrotherapeutic Apparatus Manufacturing / 500 employees
- ☐ 322291 Sanitary Paper Product Manufacturing / 500 employees
- ☐ 811219 Other Electronic & Precision Equipment Repair & Maintenance / \$19.0 million

Please also select the **primary** Federal Supply Code (FSC) for your offered products:

- ☐ 6515 Medical and Surgical Instruments, Equipment, and Supplies
- ☐ 6510 Surgical Dressing Materials
- ☐ 6530 Hospital Furniture, Equipment, Utensils, and Supplies
- ☐ 6532 Hospital and Surgical Clothing and Related Special Purpose Items
- ☐ 6540 Ophthalmic Instruments, Equipment, and Supplies
- ☐ 6545 Replenishable Field Medical Sets, Kits, and Outfits

**Offerors may check ONLY one NAICS code and one FSC which may not necessarily match those represented in the SAM record. For example, a company represents itself as a distributor, under a distributor NAICS code, in SAM, but under this clause the company chooses a manufacturer NAICS code for purposes of determining business size.**

**Although product offerings can cross multiple NAICS codes and FSCs, offerors must choose a primary NAICS and FSC code.**

**ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM** OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions. **Note: Completed form must be faxed to the VA Finance Center at (512) 460-5221.**

**PRIVACY ACT STATEMENT:** The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**FEDERAL PROGRAM AGENCY **VA FINANCIAL SERVICES**

AGENCY IDENTIFIER:

AGENCY LOCATION CODE ( )

ADDRESS: **P.O. BOX 149971 AUSTIN, TX 78714**CONTACT PERSON NAME: **ATTN: VENDORIZING UNIT**ADDITIONAL INFORMATION: **FAX # (512) 460-5221****PAYEE/COMPANY**

NAME:

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER: ( )

This form must be fully completed and signed, and a copy must be included with the offer.

Offerors who already have this form on file with the VA Finance Center (such as with a follow-on offer) and have not changed any information previously provided are not obligated to send this form to the VA Finance Center; however, a copy must be included with the proposal for the contract file.

Offerors new to FSS or with changes to an existing form on file must fax the form to the VA Finance Center (per the highlighted note).

**FINANCIAL INSTITUTION INFORMATION**

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER: ( )

NINE-DIGIT ROUTING TRANSIT NUMBER: \_\_\_\_\_

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐ CHECKING☐ SAVINGS☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Could be the same as ACH Coordinator):

TELEPHONE NUMBER: ( )

**AUTHORIZED FOR LOCAL REPRODUCTION**

SF 3881# (Rev 2/2003)  
Prescribed by Department of Treasury  
31 U S C 3322; 31 CFR 210

## MANUFACTURER'S FSS PRICE LIST ELECTION FORM UNDER PUBLIC LAW 102-585

Please fill in and execute the single paragraph below that reflects the Manufacturer's choice. **Note: This certification is only for companies offering products under SIN 42-2a.**

1. [Manufacturer Name] \_\_\_\_\_ through the undersigned, its officer or agent authorized to make this election, has read and understood VA's "Dear Manufacturer" letter concerning election of an FSS price list policy. Said manufacturer hereby elects to publish a single annual FSS price list that adopts for all FSS users the current Federal ceiling price (FCP) figure(s) for any covered drug whose FCP is below the most favored customer (MFC) price. This election will be effective immediately upon award of a contract and will remain in effect through the termination of the FSS Contract.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

\*\*\*\*\* (OR) \*\*\*\*\*

2. [Manufacturer Name] \_\_\_\_\_ through the undersigned, its officer or agent authorized to make this election, has read and understood VA's "Dear Manufacturer" letter concerning election of an FSS price list policy. Said manufacturer hereby elects NOT to publish a single FSS price list, but rather, to publish a single FSS price list where a covered drug's FCP is low, but rather, to publish a single FSS price list containing FSS contract prices to reflect capped prices which the Manufacturer (including the Department of Defense and Coast Guard) Federal agencies, and will remain in effective through the termination of a contract.

**Applies only to 65IB**

**Only offerors of SIN 42-2a should complete this section and choose either option 1 or option 2 to select single or dual pricing.**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

## MASTER AGREEMENTS AND PHARMACEUTICAL PRICING AGREEMENTS

In compliance with Public Law 102-585, Section 603 – The Veterans Healthcare Act of 1992, offerors of covered drug products (including biologics) must state below whether they currently have a Master Agreement (MA) and a Pharmaceutical Pricing Agreement (PPA) in place with the Department of Veterans Affairs (VA).

☐

**YES**, Offeror has an MA and a PPA in place with the VA

☐

**NO**, Offeror does not have an MA and a PPA in place with the VA.

If the answer to the above question is NO, the offeror must state below whether it has a MA and PPA in place with its offer. No offer of award will be made unless and until the manufacturer has executed MA and PPA.

**Applies only to 65IB**

**Only offerors of SIN 42-2a should complete this section and answer Yes or No.**

**552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (MAY 2004) (ALTERNATE I -- FEB 2007)**

**Note: State Vet Homes with sharing agreements are also included as eligible ordering activities.**

- (a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic delivery.
- (1) Executive agencies (as defined in Federal Acquisition Regulation Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;
  - (2) Government contractors authorized in writing by a Federal agency pursuant to Federal Acquisition Regulation Subpart 51.1;
  - (3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);
  - (4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);
  - (5) The District of Columbia;
  - (6) Tribal governments (as defined in 25 U.S.C. 450(4));
  - (7) Qualified Nonprofit Organizations (as defined in 41 CFR 101-11.6);
  - (8) Organizations, other than those listed in (1) through (7), authorized in writing by GSA pursuant to statute.
- (b) Definitions—
- Domestic delivery* is delivery to any point in the United States, including Alaska, Hawaii, Puerto Rico, and the District of Columbia.
- Overseas delivery* is delivery to any point outside the United States, including Alaska, Hawaii, Puerto Rico, and the District of Columbia.
- (c) Offerors are requested to check one of the following boxes:
- ☐ Contractor will provide domestic and overseas delivery.
  - ☐ Contractor will provide overseas delivery only.
  - ☐ Contractor will provide domestic delivery only.
- (d) The following activities may place orders against Federal Supply Schedules for products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities: State and local government entities, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

**All offerors must select one option in section (c).**

**Cross Reference:**

**Offerors agreeing to overseas delivery (the first or second option) are required to:**

- **Provide an overseas point of contact in section (b) of clause G-FSS-900-C Contact for Contract Administration (located within this document), and**
- **Complete Document 09 and Document 10 (if offering separate overseas pricing).**

## AS8005 MANUFACTURING FACILITIES/PLACE OF PERFORMANCE (SEP 2010)

1. The U.S. Food and Drug Administration (FDA) is the Government agency responsible for providing and enforcing pharmaceutical current Good Manufacturing Practices (GMP) standards for human drugs, pharmaceutical products, biologics, reagents, diagnostics, and medical devices. Offerors must have an acceptable GMP status for the products offered. Paragraph 8 below will be used for procurements only if the offeror has an acceptable GMP status on record. Before a contract can be awarded, the offeror's GMP status must be acceptable GMP status on record. The offeror must submit its proposal document with evidence of acceptable GMP status no more than two years prior to the date of proposal submission.

### Applies only to 65IB

**Offerors must select at least one of the below options.**

**Offerors selecting both options must clearly distinguish the products for which the offeror is the manufacturer from the products for which the offeror is the distributor (per #7 of this clause).**

**If the first option is chosen (manufacturer), then the offeror must complete the tables, as applicable.**

**If the second option is chosen (distributor), then the offeror must provide the requested information for the manufacturer/supplier of the products as well as complete the specific tables that follow, as applicable.**

### Cross Reference:

**The designation of manufacturer/distributor below must match the designation in Block 10 of the Signatory Authority Form.**

**If the second option is chosen, then there must be a letter of commitment provided for each manufacturer listed (per I-FSS-644).**

6. If the products are offered by more than one manufacturer, each facility address shall be provided (i.e., packaging, labeling, etc.) for each manufacturer offered on this solicitation. The offeror must provide a paragraph and listed below the manufacturer's name prior to contract award.

7. Offeror shall identify below or by attachment (if additional space is needed), the products offered on this solicitation (products shall be identified by product name and by solicitation item number); whether the offeror manufactures the products; and/or whether the offeror is a distributor of the products offered.

8. If the finished products to be offered are of foreign manufacture, the complete name and address of the manufacturer shall be provided below. The offeror is also required to check the box below that is applicable to its offer. Please note that the information required below must be the name and address of the manufacturing facility, rather than the address of the foreign headquarters, distributor or agent.

☐ OFFEROR IS THE MANUFACTURER (AT THE FOLLOWING LOCATIONS) OF THE PRODUCTS OFFERED ON THIS SOLICITATION.

☐ OFFEROR IS A DISTRIBUTOR OF THE PRODUCTS OFFERED ON THIS SOLICITATION. THE PRODUCTS WILL BE MANUFACTURED BY THE FOLLOWING COMPANY(S) AT THE FOLLOWING LOCATIONS:

Name of Manufacturing Company Supplying

Street Address (Post Office Address Not Acceptable)

U.S.A. Point of Contact, e-Mail Address and U.S.A Telephone Number

### Applies only to 65IB

**Offerors distributing products of more than one manufacturer should add additional fill-ins, or an attachment should be used and referenced here.**

## PHARMACEUTICALS – PARENTERALS

| SOLICITATION ITEM<br>NUMBER AND PRODUCT<br>NAME | LOCATION AND OWNER OF FACILITY<br>WHERE INGREDIENTS ARE MEASURED,<br>WEIGHED, MIXED AND COMPOUNDED<br>(Facility Owner Name, Address, City,<br>County, State and ZIP Code) | POINT OF CONTACT (Including<br>Phone Number) |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
|                                                 |                                                                                                                                                                           |                                              |
|                                                 |                                                                                                                                                                           |                                              |
|                                                 |                                                                                                                                                                           |                                              |
|                                                 |                                                                                                                                                                           |                                              |

**Applies only to 65IB**

The 65IB solicitation contains several sections similar to those shown on this page. 65IB offerors must complete all applicable sections when disclosing product manufacturing/processing facilities, providing all requested data. This information is used to determine a facility's compliance with the FDA's CGMP.

## PHARMACEUTICALS – PARENTERALS, STERILIZATION

| SOLICITATION ITEM NUMBER<br>AND PRODUCT NAME: | STERILIZATION AND OWNER<br>LOCATION (Facility Owner Name,<br>Address, City, County, State and<br>ZIP Code): | POINT OF CONTACT (Including<br>Phone Number): |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
|                                               |                                                                                                             |                                               |
|                                               |                                                                                                             |                                               |
|                                               |                                                                                                             |                                               |
|                                               |                                                                                                             |                                               |



## I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

**NOTE: The following are the required components of an acceptable letter of supply/commitment:**

1. Must be on manufacturer's letterhead and addressed to the offeror.
2. Must be dated within 90 days of the date the SF1449 was signed by the company (for offers) or the date of the modification request (for product additions under existing FSS contracts).
3. Must not have an expiration date.
4. Must be signed by an **officer** of the company.
5. Must reference the solicitation number (new offers) or contract number (for existing contracts).
6. Must contain the phrase that the manufacturer is willing to provide "a source of supply sufficient to satisfy the Government's requirements for the contract period".
7. Must contain the statement that end products are Trade Agreements Act (TAA) compliant.
8. Must address any product or product category restrictions or state that none exist.

**NOTE: The following is a sample letter of supply/commitment:**

[Date]

[Offeror Name]

[Offeror Point of Contact (POC)]

[Address]

[City, State, Zip code]

Re: Letter of Supply

Dear [Offeror POC]:

This Letter of Supply is in reference to Supply Schedule [enter Solicitation Number].

In the event that [Offeror Name] is a manufacturer of the products identified in the aforementioned solicitation number, [Offeror Name] must provide a source of supply, with sufficient quantities of products to satisfy the Government's requirements for the contract period). **There is no product or product category restrictions.**

[Manufacturer Name] understands that the products supplied to [Offeror Name] must be compliant with the Trade Agreements Act (TAA).

Products supplied by [Manufacturer Name] to [Offeror Name] will be TAA compliant. You will be notified immediately upon discovery of any changes in the Country of Origin of supplied products.

The person whose signature appears below is authorized to make the commitments noted above.

Sincerely,

[Name and title of Authorized Signatory] Must be an Officer of the company

Telephone Number of Authorized Signatory

### Does not apply to schedule 621II:

Offerors that have represented themselves as dealers or distributors (not manufacturers) in Block 10 of the Signatory Authority Form (as well as clause AS8005 for 651B) must supply a letter of supply/commitment from each manufacturer.

Acceptable letters of commitment must contain all 8 components referenced above. The sample letter is a suggested format only.

### Cross Reference:

Offerors must supply a letter of supply/commitment for each manufacturer listed on the proposed pricing spreadsheet (as well as in clause AS8005 for 651B).

## 552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)

**NOTE: This clause does not apply to orders placed through a Government Prime Vendor Program or Direct-to-Patient Distribution Program.**

- (a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

| ITEM OR GROUP OF ITEMS<br>(SPECIAL Item Numbers or Nomenclature) | Government's Stated Delivery Time<br>(Days ARO) | Offeror's Normal Commercial Delivery Time | Proposed Delivery Time to the Government |
|------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------|------------------------------------------|
| F-1 and F-4 thru F-9                                             | 14                                              |                                           |                                          |
| Offerors must complete both blanks.                              |                                                 |                                           |                                          |

- (b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested. **Note: Indicate "None Offered" in the section below if expedited delivery is not being offered.**

| ITEM OR GROUP OF ITEMS<br>(SPECIAL Item No. of nomenclature)                                                  | Expedited delivery time<br>(Hours/Days ARO) |
|---------------------------------------------------------------------------------------------------------------|---------------------------------------------|
|                                                                                                               |                                             |
| Offerors not offering expedited delivery must indicate "none offered" rather than leaving this section blank. |                                             |
|                                                                                                               |                                             |

**Note: If offering expedited delivery to the Government, indicate the terms (e.g. "no charge" or "Government is responsible for difference between normal and expedited delivery").**

\_\_\_\_ Offerors proposing expedited delivery must describe the charges, if any.

- (c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate \_\_\_\_\_ that \_\_\_\_\_ can be delivered overnight or within 2 \_\_\_\_\_ required to state in the cover sheet to \_\_\_\_\_
- Offerors answering "yes" to the first question must answer the second question.

**NOTE: Is expedited delivery offered to commercial customers?** ☐ Yes ☐ No

**If yes, indicate whether offeror's commercial customers are responsible for paying any additional shipping charges for expedited delivery:** ☐ Yes ☐ No

## F-FSS-202-G DELIVERY PRICES (JAN 1994)

**Note: If the contractor has agreed to participate in Government PV programs (designation made on last page of this exhibit), then prices offered must cover delivery of items to all authorized Government PV locations.**

- (a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.
- (1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.
- (2) Delivery to siding at destination **Does not apply to schedule 621II:** price, if delivery is not covered under paragraph (a) **Offerors must check Yes or No for each of the three states listed.**
- (3) Delivery to the freight station **Does not apply to schedule 621II:** price, if delivery is not covered under paragraph (a)(1) or (a)(2), and
- (b) The offeror is requested to indicate below whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

|             | (Yes)                    | (No)                     |
|-------------|--------------------------|--------------------------|
| Alaska      | <input type="checkbox"/> | <input type="checkbox"/> |
| Hawaii      | <input type="checkbox"/> | <input type="checkbox"/> |
| Puerto Rico | <input type="checkbox"/> | <input type="checkbox"/> |

- (c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:
- (1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.
- (2) The right is reserved to ordering agencies to furnish Government bills of lading.
- (d) Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

**F-FSS-244-B ADDITIONAL SERVICE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2000)**

- (a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.
- (b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.
- (c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery within Consignee's Premises" will be shown as separate entries on the order.

**Note: Indicate "No Additional Charge" in the section below if an additional charge is not proposed.**

| ITEMS (NSN's or Special Item Numbers or Descriptive Name of Articles) | ADDITIONAL CHARGE (Per shipping container) FOR "DELIVERY WITHIN CONSIGNEE'S PREMISES" |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------|
|                                                                       |                                                                                       |
|                                                                       |                                                                                       |
|                                                                       |                                                                                       |

**Applies only to schedules 65IIA, 65IIC, 65IIF, and 65VA:**

**Offerors not proposing an additional charge must indicate "No Additional Charge" rather than leaving this section blank.**

**52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II — FEB 2007)  
(TAILORED)**

Clause does not apply to schedule 66III

**NOTE: This clause does not apply to or** **Direct-to-Patient Distribution Program.**

- (a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than \$100, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor any single order or series of orders from the same ordering office within 5 days that exceeds the maximum order amount shown below.

| Special Item Number (SIN)                                                                                                                                                                            | Maximum Order               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| A-55, A-74                                                                                                                                                                                           | \$25,000                    |
| A-34, A-35, A-36, A-37, A-38, A-40, A-41, A-43, A-45, A-46, A-47, A-48, A-60, A-63, A-65, A-68, A-70, A-72, A-75, A-76, A-77, A-78, A-81, A-82, A-83, A-84, A-85, A-86, A-87, A-88, A-90, A-95, A-96 | \$50,000                    |
| A-92                                                                                                                                                                                                 | \$450,000 or one (1) system |
| A-50, A-91                                                                                                                                                                                           | \$600,000 or one (1) system |
| A-200                                                                                                                                                                                                | \$500,000                   |

- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 72 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from

Does not apply to schedule 66III:

The offeror must select "No minimum" or complete in terms of dollars or units.

**MINIMUM ACCEPTABLE ORDER PROPOSAL**

In accordance with 52.216-19 Order Limitations (Oct 1995) (Deviation II-Feb 2007), the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish supplies or services covered by this contract in an amount of less than \$100. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist.

**Proposed Minimum Acceptable Order (Select One):**

☐ No minimum or \$\_\_\_\_ or \_\_\_\_ Units

## UTILIZATION OF DEALERS/DISTRIBUTORS

Offerors marketing through dealers/distributors, including specialty distributors, shall indicate below whether those dealers/distributors will be participating in the proposed contract.

YES ☐

NO ☐

If "yes" is checked, then a list of participating dealers/distributors, including addresses and points of contact, shall accompany this offer and shall also be included in Contractor's Federal Supply Schedule pricelist.

**Does not apply to schedule 621II:**

**Offerors utilizing dealers/distributors commercially (including specialty distributors for 65IB) must check one.**

**If "Yes" is checked, then a list of all authorized dealers/distributors, including name, address, and contact information must be provided with the offer:**

**Offerors of 65IB: Provide all requested details regarding the use of any Specialty Distributors under this contract.**

## 552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)

- (a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Cross Reference: Offerors must check block 17b on the SF1449 if the address provided here is different than the address in Block 17a on the SF1449.**

- (b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.
- (c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

**Note:** All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

**K-FSS-9 SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM (SEP 2000)**

**Note: Only provide the company name and date below if you check that your firm "is" a current 8(a) Business Development Program participant.**

The Offeror represents that it is ☐ is not ☐ a current 8(a) Business Development Program participant, and that it wishes to be designated as such as the Federal Procurement Data System (FPDS) participant.

CONTRACTOR NAME & SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Offerors must check one. Offerors who check "is" must sign and date this clause. Do not sign and date this clause if "is not" is checked.**

**Cross Reference: Offeror who checks "is" must match their designation in Block #9 on the Signatory Authority Form and the Entity Record in SAM.**

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I—JUL 1995)**

- (a) Hazardous material, as used in this clause, includes any material identified in the latest version of Federal Standard No. 313 (including revision 1) (including revision 1) (contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a), delivered under this contract. The hazardous material shall be identified by an applicable identification number, such as National Stock Number (NSN). The information shall also be included on the Material Safety Data Sheet (MSDS).

**More information on hazardous materials management, including the definition set forth by Federal Standard No. 313, can be found on GSA's website at <http://www.gsa.gov/portal/collect>.**

**Note: Indicate "None" in the section below if the items offered under this solicitation do not contain hazardous materials.**

| Material<br>(If none, insert None) | Identification No. |
|------------------------------------|--------------------|
|                                    |                    |
|                                    |                    |

**Clause does not apply to 65IIF or 621II:**

**Offerors proposing to include any items with hazardous materials must complete this table; otherwise offerors should indicate "None".**

**A copy of each Material Safety Data Sheet (MSDS) must be provided with the offer, per section (d).**

- (c) This list must be updated during the performance of the contract to reflect any other material to be delivered under the contract that the offeror determines.
- (d) **The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.**

**C-FSS-411 FIRE OR CASUALTY HAZARDS, OR SAFETY OR HEALTH REQUIREMENTS (OCT 1992) (TAILORED)**

- (a) Items in this solicitation which involve fire or casualty components), or safety or health requirements, such products issued by a nationally recognized shall identify in the spaces below whether any such products offered, and if so, which standard(s) applies. (C)

1. ☐ There are no nationally recognized safety products offered under this solicitation
2. ☐ The safety standard(s) identified below under this solicitation:

| Product |  |
|---------|--|
|         |  |
|         |  |
|         |  |

**Applies only to 65IIA, 65IIC, 65IIF, and 65VA:**

**Offerors must check one.**

**Offerors who check option 2 must complete the table below. Although section (b) requires that proof of confirmation be provided with the offer, we accept that the offeror's signature on the SF1449 constitutes acknowledgement and agreement with the terms and conditions of the solicitation, including this clause, rather than to require the offeror to provide the proof outlined in section (b).**

There are no nationally recognized safety standards which are applicable to the other products offered (if any).

- (b) **The offeror must furnish proof, satisfactory to the Government, that the products offered will conform with the requirements of the published safety standards.** Acceptable proof of conformance includes a labeling, listing, or acceptance of the product by an organization approved by the Occupational Safety and Health Administration (OSHA) as a "Nationally Recognized Testing Laboratory" (NRTL). This conformance requirement must be maintained with respect to all applicable products furnished under resultant contracts.
- (c) Information regarding currently-approved NRTL's may be obtained by writing to the following:

NRTL Recognition Program  
Office of Variance Determination  
Occupational Safety and Health Administration  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Room N-3653  
Washington, DC 20210

(202) 693-2110

**Note: More information regarding NRTLs can be obtained via the web at:**

**<http://www.osha.gov/dts/otpc/nrtl/>**

## 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check a different address from the address response to request for information]

- (b) If the offeror or respondent checks “intends” in the following spaces the required *information*

**Offerors must check one.**

**If “intends” is checked, then the offeror must complete the table below.**

**For 65IB only, this clause is used to indicate where the offeror intends to conduct contract administrative functions. 65IB utilizes AS8005 to capture manufacturing facilities/place of performance.**

| NAME AND ADDRESS OF PLACE OF PERFORMANCE (Street Address, City, County, Zip Code) | OFFEROR OR RESPONDENT |
|-----------------------------------------------------------------------------------|-----------------------|
|                                                                                   |                       |
|                                                                                   |                       |
|                                                                                   |                       |
|                                                                                   |                       |
|                                                                                   |                       |

## K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the **names, titles, telephone numbers and electronic mail address** of the authorized negotiators.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All information must be provided for each authorized negotiator: name, title, telephone number, and e-mail address.**

## **G-FSS-900-C                      CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

### **(a) Domestic:**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**All offerors must complete this section.**

- (b) Overseas: Overseas contact points **are mandatory** for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished **for each area** in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

### **Cross Reference:**

**Offerors should only complete this section if they have chosen an overseas delivery option in clause 552.238-78 Scope of Contract (Eligible Ordering Activities) located within this document.**

**An overseas (not a US contact) POC must be provided for each geographic area (continent) in which the product will be offered.**

## CONTACT FOR SALES ADMINISTRATION (MAR 2011)

The offeror shall, in the space provided below, fill in the name of the individual designated as the central contact for all Report of Sales and Industrial Funding Fee (IFF) issues associated with a contract awarded under this solicitation. This individual will be authorized to discuss with the Government all issues related to the submission of sales reports and the remission of IFF payments. (List the **name, title, telephone number and electronic mail address** of the authorized sales contact.)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**All offerors must complete this section.**

## SUPPLEMENTAL COMMERCIAL PRACTICES INFORMATION

1. Please indicate below whether or not your firm's commercial prices cover delivery f.o.b. destination to Alaska, Hawaii, and the Commonwealth of Puerto Rico.

|             | YES                      | NO                       |
|-------------|--------------------------|--------------------------|
| Alaska      | <input type="checkbox"/> | <input type="checkbox"/> |
| Hawaii      | <input type="checkbox"/> | <input type="checkbox"/> |
| Puerto Rico | <input type="checkbox"/> | <input type="checkbox"/> |

**Yes or No must be checked for each state.**

2. Please indicate if your firm accepts credit cards commercially: Yes ☐ No ☐

**Check one. If answer is yes, then you must answer the below question.**

If yes, please indicate if your firm has a maximum allowable credit card charge limit commercially:

Yes ☐ \$\_\_\_\_\_ No ☐

**Check one. If Yes is checked, then a dollar amount must be filled in.**

3. Will your firm accept the Government-wide credit card for purchases over the micro-purchase threshold: (As of the issuance date of this solicitation, the micro-purchase threshold is \$3,000 for equipment and supplies and is subject to change. Please refer to the Solicitation Document.): Yes ☐ No ☐

**Check one. If answer is yes, then you must answer the below question.**

If yes, are you proposing a maximum allowable credit card charge for the Government?

Yes ☐ \$\_\_\_\_\_ No ☐

**Check one. If Yes is checked, then a dollar amount must be filled in.**

**Offerors must select "No minimum" or complete in terms of dollars or units.**

4. What is your firm's minimum acceptable order limitation commercially (select one):

☐ No minimum or \$\_\_\_\_\_ or \_\_\_\_\_ Units

5. Please provide your commercial payment terms (for direct orders):

\_\_\_\_\_ Examples: Net 30; 2%, Net 30

6. Does your firm offer a commercial Return Goods Policy: Yes ☐ No ☐

**Check one. If "yes" is checked, then the second question must be answered.**

If your firm has a commercial return goods policy, will you be offering the same terms to the Government: Yes ☐ No ☐

**If yes, you must provide a full copy of the Return Goods Policy.**

**If Yes is checked, then a copy of the Return Goods Policy must be included with the offer.**

7. Does your firm offer a commercial Warranty: Yes ☐ No ☐

**Check one. If "yes" is checked, then the second question must be answered.**

If your firm has a commercial warranty, will you be offering the same terms to the Government:

Yes ☐ No ☐

**If yes, you must provide a full copy of the Warranty policy.**

**If Yes is checked, then a copy of the Warranty must be included with the offer.**

8. Do you offer rebates commercially (e.g. annual rebates, etc.)? Yes ☐ No ☐

**Check one. If "yes" is checked, then rebate details must be provided here or on an attachment.**

If yes, please provide details on your commercial rebates. \_\_\_\_\_

9. Do you offer quantity discounts commercially? Yes ☐ No ☐

**Check one. If "yes" is checked, then discount details must be provided here or on an attachment.**

If yes, please provide details on your commercially offered quantity discounts. \_\_\_\_\_

10. Is expedited delivery offered to commercial customers? ☐ Yes ☐ No

**Check one. If "yes" is checked, then the second question must be answered.**

If yes, indicate whether offeror's commercial customers are responsible for paying any additional shipping charges for expedited delivery: ☐ Yes ☐ No

**Applies to 65IB only: Offerors who check Yes in the first question must answer the second question.**

11. Are the items being submitted in this proposal over the counter drugs? Yes ☐ No ☐

If you responded "Yes" are they compliant with the U.S. Food and Drug Administration Monograph requirements? Yes ☐ No ☐

## COMPLIANCE CONFIRMATION

This section is mandatory for all offerors. Please confirm that your firm is in compliance with the following requirements of the solicitation as requested below. You must provide proof of compliance (e.g. copy of your registration) for each of these requirements with the submission of your proposal.

- ☐ **System for Acquisition Management (SAM) record is complete and active until (enter expiration date): \_\_\_\_\_**

Per 52.212-4 Contract Terms and Conditions – Commercial Items, paragraph (t), all offerors must be registered in the SAM database (now replacing both the CCR and ORCA databases) at

<https://www.acquisition.gov> prior to receiving a contract award with FSS. Submissions must be updated on a regular basis to ensure the record is current, accurate, and complete. This system includes the Offeror Representative (see clause 52.212-3 Solicitation Document; note that section (t) Maintenance and Repair).

The offeror verifies that the SAM record and certifications have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to this solicitation), as of the date of this offer and are in compliance with 4.1201), except for paragraphs \_\_\_\_.

**The SAM block should be checked and the record expiration entered. The record must not be expired at the time of proposal submission. Should the record expire during the offer review process, the offeror will be required to update their record.**

**If exceptions are taken, explanatory information must be provided.**

- ☐ **VETS-100 compliance report is included with offer** (required of those with existing FSS contracts)
- ☐ **VETS-100 compliance report is not included with offer** (not required of new offerors until first reporting period after contract award)

In accordance with 52.222-37 Employment of Veterans (see clause 52.212-5), all FSS **contract holders** must submit a VETS-100 report or registering with VETS-100, please contact the VETS-100 Processing Center at (301) 306-6752 or [helpdesk@vets100.com](mailto:helpdesk@vets100.com).

**One of the two boxes must be checked. Vets-100 is a post-award, annual compliance requirement for contract holders only. Nothing is required pre-award for new FSS offerors.**

## 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, Offerors must check one. person having primary management or supervisory responsibilities, general manager; plant manager; head of a division or business segment.

- (b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
    - (i) In a criminal proceeding, a conviction.
    - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
    - (iii) In an administrative proceeding, a finding of fault and liability that results in—
      - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
      - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
    - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
  - (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

## **PROGRAM PARTICIPATION**

### **THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (RECOVERY ACT)**

#### REFERENCE CLAUSES

- 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009
- 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements
- 52.212-4 Contract Terms and Conditions – Commercial Items
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Alternate II)

On February 17, 2009, the President signed Public Law 111-5, the Recovery Act. The Recovery Act imposes a number of requirements on Executive Branch departments and agencies receiving Recovery Act funds, in order to meet the broader goals and objectives of the Act; i.e., job creation, economic benefit, and unprecedented levels of transparency and accountability.

Federal Supply Schedule contractors have the option to voluntarily participate in the American Recovery and Reinvestment Act of 2009. If your company does not elect to participate, you will not be allowed to accept purchases made with monies allocated under the terms of the Act. Additional Recovery Act information may be found on the General Services Administration (GSA) Schedules website at <http://www.gsa.gov/recovery>.

Please check one of the following:

**Offerors must check one.**

- ☐ **Offeror will participate** in the American Recovery and Reinvestment Act of 2009
- ☐ **Offeror will not participate** in the American Recovery and Reinvestment Act of 2009

### **RECOVERY PURCHASING PARTICIPATION ELECTION**

Authority: Public Law 109-364, John Warner National Defense Authorization Act for Fiscal Year 2007

State and local governments have the authority to purchase products and services under FSS contracts to facilitate recovery from a major disaster, terrorism or nuclear, biological, chemical, or radiological attack. Federal Supply Schedule contractors have the option to voluntarily participate in the recovery purchasing. Even after contractors have volunteered to participate in recovery purchasing, they retain the right to decline orders from State and local governments on a case-by-case basis. For more information visit <http://www.va.gov/oal/business/fss/purchasing.asp>.

Please indicate your decision regarding voluntary participation in recovery purchasing:

☐ YES

☐ NO

**Offerors must check one.**

## AS5000 PHARMACEUTICAL PRIME VENDOR PARTICIPATION (SEP 2011)

The Department of Veterans Affairs (VA) and Department of Defense (DoD) have established contracts with Pharmaceutical Prime Vendors (PPV) to distribute products and supplies under Government contracts, including FSS contracts. Other Government agencies such as Indian Health Services and Federal Bureau of Prisons may also participate under VA's Prime Vendor contracts. Under these programs, the Prime Vendor (PV) contractors place orders with FSS contractors, maintain inventories of products, and deliver orders directly to Government ordering facilities. All prices and discount terms (except prompt payment discounts) agreed to and contained in any award document from this offer (including all future modifications) are applicable to all FSS contract products sold to the Government through the GPO. Prime Vendor contractors are responsible for directly paying FSS contractors for product ordered. The applicable Industrial Funding Fee (IFF) is determined by the time, quantity, place, method of delivery, payment terms, and other factors. The IFF is determined between the FSS contractor and the Prime Vendor.

Sales of FSS contract items through the Prime Vendor program are reported as FSS sales during the course of the FSS contract. Reports. The applicable Industrial Funding Fee (IFF) is determined (see 552.238-74 Industrial Funding Fee and Sales).

**Applies only to 65IB and 65VII.**

**Offerors must check one.**

**If the third option is checked (partial participation), then a list of items that will be part of the PV program must be provided with the offer.**

Please check one of the following:

- ☐ **Offeror will participate** in the Federal Government Prime Vendor program.
- ☐ **Offeror will not participate** in the Federal Government Prime Vendor program at this time. Offeror does not have chargeback agreements in place with commercial wholesalers and/or has special delivery/handling requirements for all of their products.
- ☐ **Offeror will have partial participation in the Prime Vendor program.** The offeror does have chargeback agreements in place with commercial wholesalers, however *one or several* of the products on their FSS contract has special delivery/handling requirements that prevent participation in the Federal Government Prime Vendor program for *that particular product* at this time. (Please attach a listing of those items that will be participating in the PV program.)

The Big Four Agencies (VA, DOD, PHS, including IHS, and the Coast Guard) have Prime Vendor contracts through which they distribute their products. Covered drug manufacturers who normally distribute their drugs commercially through these Prime Vendors **must check the first or third box.**

**NOTE:** Product rationing at quarter-end is unacceptable. Contractors are to ensure availability of product year-round, when participating in the PPV Program.

## **MED-SURGE PRIME VENDOR PARTICIPATION (MAR 2011)**

The Federal Government Prime Vendor Program (PV) is a concept of support whereby a commercial distributor (Prime Vendor) serves as the major provider of products to VA and other Government Agencies within a geographic region. A prime vendor is responsible for the maintenance of adequate inventory levels and for the delivery of a broad range of products produced by numerous suppliers (mostly FSS contractors) to Federal Government facilities upon request. Prices for the items sold through prime vendor programs are established for the most part by the Federal Supply Schedule Program. Products eligible for distribution through Government Prime Vendor Programs are medical and surgical items, equipment expendables, equipment consumables, equipment parts and accessories. Medical equipment is not eligible for distribution through the Prime Vendor Program.

It is anticipated that the majority of the products (except equipment) under contracts resultant from this Solicitation will be purchased through authorized Federal Government Prime Vendor Programs. However, it should be noted that the Department of Veterans Affairs, National Acquisition Center's Prime Vendor Program is mandatory for all VA Medical Centers. For this reason, FSS contractors are strongly encouraged to participate in Prime Vendor Programs as product providers to prime vendors. All prices and discount terms (except prompt payment discounts) agreed to and contained in any award document resulting from this offer (including all future modifications) are applicable to all eligible awarded products sold to the Government under this contract through authorized Prime Vendor Program contractors.

Sales of FSS contract items through the Prime Vendors to eligible Government agencies are considered FSS contract sales. They must be reported as FSS sales during the course of the FSS contract and included in the quarterly FSS Sales Reports. The applicable Industrial Funding Fee (IFF) must be remitted to VA for all FSS sales reported. (See 552.238-74 Industrial Funding Fee and Sales Reporting.)

For those contractors that elect to participate in the Government PV, all terms and conditions regarding time, quantity, place, method of delivery, payment terms, and chargeback agreements shall be determined between the FSS contractor and the authorized Government Prime Vendor contractors.

The following clauses do not apply to orders place through a Government PV Program:

|             |                               |
|-------------|-------------------------------|
| 52.216-18   | Ordering                      |
| 52216.19    | Ordering Limitations          |
| 52.232-37   | Multiple Payment Arrangements |
| 552.211-78  | Commercial Delivery Schedule  |
| 552.216-72  | Placement of Orders           |
| 552.216-73  | Ordering Information          |
| 552.232-74  | Invoice Payments              |
| 552.232-83  | Contractor's Billing Res      |
| I-FSS-140-B | Urgent Requirements           |

**Applies only to 65IIA, 65IIC, 65IIF, 65VA, and 65VII:**

**Offerors must check one.**

Please check one of the following:

- ☐ Offeror is willing to participate under these terms in any Government Prime Vendor program.
- ☐ Offeror is not willing to participate in any Government Prime Vendor program at this time.

## CONSIGNMENT AGREEMENTS (SEP 2006)

A consignment agreement is defined as an agreement for a specified period of time under which a FSS contractor provides an item to the Government, reimbursement for which is made only if and when use of the item is made by the Government. Unused items are returned to the contractor at the end of the effective period of the agreement without reimbursement or other expense to the Government. The terms of any consignment agreement shall be negotiated and memorialized in a Blanket Purchase Agreement (BPA) between the contractor and the Government ordering facility. The agreement may be cancelled by either party upon 30 days notice.

Procurement by consignment agreement may be considered in those instances where the requirement for an item is immediate and it is not possible to predetermine which of several types or models are required (i.e., intraocular lenses, surgically implanted prostheses, etc.) and having each type or model in house on a consignment basis will assure instant availability to the user.

The Government assumes no liability for any items assigned to a government facility on a consignment basis until such time as a requirement for the item exists and a purchase (delivery) order is placed against the consignment agreement. The price invoiced shall be the BPA price in effect on the day the purchase order is placed. An exception to contractor liability is loss or damage of any consignment item by the government facility.

Contractor agrees to furnish and maintain an inventory of medical equipment and supplies, for specific Special Item Numbers (SINs), at the government facility on consignment basis in accordance with the terms and conditions of the consignment agreement. Delivery and inventory management systems will be agreed upon between the contractor and the ordering facility.

Please check one of the following:

☐ **Offeror interested** in participating in a Consignment Agreement.

Please list SIN category or specific products which will be offered under consignment. Include a separate attachment if necessary. \_\_\_\_\_

☐ **Offeror not interested** in participating in a Consignment Agreement.

**Applies only to 65IIA:**

**Offerors must check one.**

**If the first option is chosen, then the offeror must list all applicable SINs , if offered at the SIN level, or each specific product, if offered at the line item level.**

## **DIRECT-TO-PATIENT DISTRIBUTION PROGRAM PARTICIPATION (JUN 2012)**

VA's Direct-to-Patient Distribution Program is a concept of support whereby a commercial vendor serves as a contractor of VA's Consolidated Mail Outpatient Pharmacies (CMOP) to deliver products to VA patients. Under this program, the Direct-to Patient Distribution contractor places orders with FSS contractors, maintains an inventory of products, and ships product received from the FSS contractors to VA patients at the direction of VA's CMOP facilities. The Direct-to-Patient contractor directly pays FSS contractors for product ordered and delivered. Prices for the items distributed through this program are established for the most part by VA contracts and agreements, including the Federal Supply Schedule Program and Blanket Purchase Agreements against FSS. Products eligible for distribution through the Direct-to-Patient Distribution Program are medical and surgical items. Medical equipment is not eligible for distribution through the Direct-to-Patient Distribution Program.

It should be noted that the Department of Veterans Affairs, National Acquisition Center's Direct-to-Patient Distribution Program is utilized by all VA Consolidated Mail Outpatient Pharmacy (CMOP) facilities. For this reason, FSS contractors are strongly encouraged to participate in the Direct-to-Patient Distribution Program as product providers to the contractor. All prices and discount terms (except prompt payment discounts) agreed to and contained in any FSS award document resulting from this offer (including all future modifications) are applicable to all eligible awarded products sold to the Government under this contract through the authorized Direct-to-Patient Distribution Program contractors.

For those contractors that elect to participate in the authorized Government Direct-to-Patient Distribution Program, all terms and conditions regarding time, quantity, place, method of delivery, payment terms, and chargeback agreements shall be determined between the FSS contractor and the authorized Government Direct-to-Patient Distribution contractor.

Sales of FSS contract items through the Direct-to-Patient Program must be reported as FSS sales during the course of the FSS contract and included in the quarterly FSS Sales Reports. The applicable Industrial Funding Fee (IFF) must be remitted to VA for all FSS sales reported. (See 552.238-74 Industrial Funding Fee And Sales Reporting.)

The following clauses do not apply to orders place through the Direct-to-Patient Distribution Program:

- 52.216-18 Ordering (Deviation II)
- 52.216-19 Ordering Limitations (Deviation II) (Tailored)
- 52.232-37 Multiple Payment Arrangements
- 552.211-78 Commercial Delivery Schedule (Multiple Award Schedule)
- 552.216-73 Ordering Information (Alter)
- I-FSS-140-B Urgent Requirements

**Applies only to 65IB and 65IIA:**

**Offerors must check one.**

Please check one of the following:

- ☐ Offeror is willing to participate in the VA Direct-to-Patient Distribution Vendor program.
- ☐ Offeror is not willing to participate in the VA Direct-to-Patient Distribution Vendor Program.

## **PUBLIC HEALTH EMERGENCIES PARTICIPATION ELECTION**

Effective August 17, 2009, state, local, territorial, and tribal governments may access all Federal Supply Schedules as authorized users for goods and services when expending Federal grant funds in response to Public Health Emergencies (PHE) declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act, codified at 42 U.S. C. 247d.

Participation in this program is voluntary for state, local, tribal and territorial governments, as well as Schedule contractors. Please indicate your decision regarding voluntary participation in this program.

☐ YES      ☐ NO

**Offerors must check one.**